

FILED

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

22 NOV 21 PM 3:22

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
[Signature]

UNITED STATES OF AMERICA §
§
§
v. §
§
(3) BENNY DANESHJOU §

BY CRIMINAL NO. *[Signature]*
AU:20-CR-00289(3)-RP

**MOTION IS FILED BY SALLY DANESHJOU PRO SE TO REQUEST
RECONSIDERATION OF THE ORDER OF THE COURT FOR A RECEIVER TO
SELL THE PROPERTY LOCATED AT 9601 WIER LOOP, AUSTIN, TEXAS 78736 “
PROPERTY “**

NOW COMES Sally Daneshjou files this Motion Pro Se on her personal behalf as a Guarantor of the loan on the subject Property at Schertz Bank and Trust “SB&T”, and Trustee of the Daneshjou Family Trust “ Trust “ , in regard to the Trust’s interest in the Property and DQ Design & Development LLC, “DQ” the recorded Owner of the Property and respectfully requests the protection of this Court and reconsideration of the honorable judge in regard to the most recent order to have a receiver sell the Property.

1. Sally Daneshjou on November 15th 2022, filled her objections, Pro Se, at this court in regard to the motions filled by SB&T that instigated the process that leaded on the Government appointing a receiver to sell the property. Her objections and information provided in her motion filed on 11/15/2022 were factual and stand.
2. Sally Daneshjou incorporates in this motion filed Pro Se, additional information in regard to matters to the Property, and SB&T’s switch of their representation in regard to the third party purchase of the loan on the property and engaging the Government to proceed with the premature sale of the property that shall result to the detriment of the Guarantor, and the Trust.
3. Objections by Mr. Orr in his filling with this Court titled “Benny Daneshjou’s Response in Opposition to SB&T’s Motion Related to Forfeiture and Request for

Release of Lis Pendent" clearly agreed with the initial determination of the Government that Movant SB&T did not have the relief it sought. SB&T by filling their first motion instigated a path that has practically gained SB&T the relief they had originally sought as result of the Government motion to appoint a receiver to sell the property that was approved by the court. Such sale shall be detrimental and discriminating on Guarantor and Owner. Only beneficiary be SB&T, the Receiver, and any Engaged third party that may be interested in the Property via Receiver and /or SB&T.

4. Objections by Mr. Orr in his filling with this Court titled "Benny Daneshjou's Response in Opposition to SB&T's Motion Related to Forfeiture and Request for Release of Lis Pendent" clearly stated that an indictment with an unproven allegation does not vitiate a defendant's due process rights, much less an innocent owner's rights. As further stated by SB&T, Mr. Daneshjou is not the Owner of the property, and innocent owner's rights are not considered by the Order.
5. Objections by Mr. Orr in his filling with this Court titled "Benny Daneshjou's Response in Opposition to SB&T's Motion Related to Forfeiture and Request for Release of Lis Pendent" clearly stated as had been stated same by SB&T that the DQ is owned by Daneshjou Business Holdings, Inc., which is in turn owned by the Daneshjou Family Trust for the benefits Daneshjou's children who will be compromised as result of the sale of the property.
6. As of January 6th 2021 when finally access to the property was obtained and preliminary assessments of repairs for damages were estimated and presented to the Insurance company for their own reviews, estimates, verifications and determinations, the estimated cost of clean up, and repairs of damages to the the property was estimated in excess of \$113,600.00 dollars (Exhibit # 1 attached).
7. Financial damages and financial punishments have continued as result of Tenant, and-Tenant's residents at the property, and followed up Government's raid that left the property un habitable. Financial damages and punishments worsened by Winter Storm of 2021 while the premisses were not habitable as result of the prior damages before the Winter Storm and property has been left unoccupied, and inhabitable sine and after the Winter Storm.
8. As property remained unoccupied the Winter Storm 2021 created more damages and the third party's bid to repair of those additional damages were estimated at about \$96,200.00 dollars (Exhibit #2 attached) which was presented to the insurance company for their own reviews, estimates, verifications, and determinations. That claim was denied and became another financial damage.
9. Continued Government's lies pendants has disabled the Property for nearly two years to pursue and get refinanced by third parties, so it could get renovated for

rental purposes as was purchased for originally before 2015 and has caused more financial damages and financial punishment that is not fair and not justifiable. Just the loss of rent for past two years is estimated at +/- \$180,000.00 dollars.

10. DQ's was in contact with SB&T to seek their consent of sale the note to third party to increase first lien note for adequate resources to repair the property and make it habitable and rentable. SB&T engaged their attorney who by email (Exhibit#3 attached) on Friday September 29th 2020 set a condition that purchaser of a note has to be a Bank. Upon information and belief Banks do sell their note(s) to private lenders/Investors. New Bank's Loan ordinarily take extensive time, to have approved and Banks would not usually engage in refinancing of property suffering from controversies, and carrying Government's claims and leis Pendsents. SB&T seemed to have created stumbling block for the Trust to arrange for a Buyer of the note to be a Bank, but was agreed to be perused anyways.
11. The order has demanded Mr. Daneshjou remove his articles in a window of five days (including weekend) from the property or they will be disposed of by the Receiver or the Government. There are properties that belong to other Daneshjou related parties that need more time be removed than the five days instructed. A more reasonable time is needed to employ movers and to arrange for storage.
12. SB&T despite the order already issued and is in their unfair advantage contacted the insurance company on 11/18/2022 and as communicated by the insurance company pressured Insurance company to contact and have Daneshjou's pay premium to insure the property, which Daneshjou's paid (Exhibit #4 attached).
13. Travis county appraisal district "ARB" as of 11/15/2022 determined the value of the property (due to parts of damages)for year 2022 to be assessed at \$256,000.00. That public information is soon to be published (ARB estimated 21 days from 11/15/2022). Once information disclosed to prospective Buyers, it will affect sales price, and reduce resources for any of the interested parties. The sale is un timely, un necessary, and unjust as it could only increase deficit and financial punishments inflected on the Guarantor, Trust, DQ, and Daneshjou Family Limited Partnership "DFLP" who was instructed by SB&T to remain as the Borrower on Property they do not own.
14. Appointing a receiver to gain 6% of the sales price will be another financial cost to innocent parties. The possibility of fire sale, and lack of concerns for the financial punishments inflected on the Guarantor, Trust, DQ and DFLP, is also a major concern of the Guarantor, Trust, DQ and DFLP. Receiver's fees combined with unforeseen associated costs shall escalate financial loss and punishment of +/- \$25,000.00- \$30,000.00 dollars on the Guarantor, Trust, DQ and DFLP.

15. Ultimately the Borrower ' DFLP" that is not even the Owner of the Property, the Guarantor, DQ, and the Trust will face more financial punishments of undetermined amounts due to premature and unjust sale of the Property and probable none satisfaction of the amounts claimed to be owed to SB&T in addition to losses already incurred. Sale of the property in it's current conditions in additions to the unjustifiable financial losses will also cause deficits on Innocent parties who will also have to endure costs of further litigations, loss of time, and more financial punishments.
16. My Husband, Mr. Daneshjou was falsely accused and unjustly tied to matters he had no knowledge of. He was publicly disgraced, vilified, discriminated against, and publicly misjudged. Our family was subject to body threats by third parties as result of the horrific false accusations and the unjust press releases. Our family has lost business, financings, and opportunities to earn income. Our family has been financially devastated and now here we are having to lose a family Trust owned Property after 8 years of investments in the Property.
17. Only viable solution for the Trust to minimize losses and repair any of the financial losses, and financial punishments endured by the Trust , will be for the Trust and the Daneshjou children maintaining ownership of the property, refinance, renovate, and put property back in rental to allow them to recuperate their losses over undetermined periods of time from earning rental revenues.

Prayer

Sally Daneshjou respectfully requests the protection of this court by reconsidering the pending order, as that reconsideration and reverse of the prior decision is essential for the protections of the innocent parties. Sally Daneshjou respectfully also requests that the criminal forfeiture action against the property be dismissed and for all purposes, the Leis Pendsents against the Property be lifted and released, so DQ and the Trust can pursue lawful and reasonable time to resolve matters with SB&T.

Respectfully submitted :



By: Sally Daneshjou Pro Se,

CERTIFICATE OF SERVICE

I hereby certify that on November 21st , 2022, a true and correct copy of MOTION IS FILED BY SALLY DANESHJOU PRO SE TO REQUEST RECONSIDERATION OF THE ORDER OF THE COURT FOR A RECEIVER TO SELL THE PROPERTY LOCATED AT 9601 WIER LOOP, AUSTIN, TEXAS 78736 " PROPERTY "

As specified below to:

Mr. Mark H. Marshall, U.S. Attorney's Office
903 San Jacinto Blvd., Suite 334
Austin, TX 78701
Email mark_marshall@usdoj.gov and through CMECF

Mr. Mark Tindall, U.S. Attorney's Office
903 San Jacinto Blvd., Suite 334
Austin, Texas 78701
Email mark_tindall@usdoj.gov and through CMECF

Mr. Benny Daneshjou
2300 Portofino Ridge Dr.
Austin, TX 78735
Email: bdaneshjoulegal@gmail.com

Mr. Stephen M. Orr, Attorney at Law
603 W. 17th Street
Austin, TX 78701
Email sorr1@mac.com and through CMECF

Ms. Elizabeth Smith, Attorney at Law
Law Offices of Elizabeth G. Smith
6655 First Park Ten, Suite 240
San Antonio, Texas 78213
E-mail: beth@egsmithlaw.com , and through CMECF

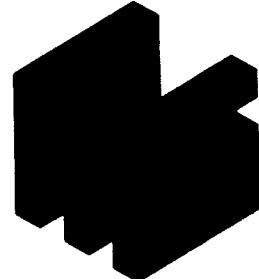
By : 
Sally Daneshjou

2300 Portofino Ridge Dr.
Austin, TX 78735
Email : sallybenny@aol.com

Estimated Budget for of Damages, and List of Losses		
For The Property Owned by DQ Design & Development , LLC		
Located at : 9601 Wier Loop Drive, Austin, Texas 78736		
101	Misc site clean and haul offs	6,000.00
102	Pool and pool area clean up, and refill water	2,000.00
103	Damaged pool equipment Replacement	N/A
104	Misc.	N/A
201	General clean up and removals of items left behind	3000
202	Replaceemnts of broken windows and glass	2800
203	Replacements of doors, hardware and knobs	1800
204	Repairs and replacements of broken Cabinets, & counter top	12000
205	Replacements of broken and missing appliances	4000
206	Repair walls and paint	6000
207	Repair and replace of damaged floors	3000
208	Repair bathroom fixtures	2000
209	Replace window shades	1400
210	Bathroom Mirrors and Cabinets repairs	2000
211	Final Clean	600
212	Misc.	N/A
301	General clean up and removals of items left behind	1500
302	Removal of items on the walls, repair and repaint	4000
303	Replacements of hardware and knobs	400
304	Repairs and replacements of broken Cabinets, & counter top	14000
305	Replacements of broken and missing appliances	4000
306	Repair and replace of the items in the two bathrooms	3000
307	Repair and claein up of the damaged floor areas	1800
308	Replace broken Ac Floor registers	600
309	Bathroom Mirrors	800
310	Replace window shades	1100
311	Final Clean	400
311	Misc.	N/A
401	General clean up and removals of items left behind	2400
402	Stolen restaurant equipments, furniture, signage, etc	N/A
403	Stolen dishware, appliance, doors, etc.	N/A
404	Damaged carports	2000
405	Broken doors	1100
406	General and Final Clean ups	200
407	Misc.	N/A
501	Broken door	1400
502	General clean up and removals of items left behind	3000
503	Repair of the AC system	1700
504	Disconnect of the tenant's added on electrical lines	1200
505	General repairs and paint	1000
506	General and final clean	400
507	Misc.	N/A
601	Broken door	300
602	Stolen tools	N/A
603	Stolen documents	N/A
604	Damaged documents	N/A
606	Re organization of the undamaged documents	1800
607	Repairs broken cabinets, counter tops, appliances & fixtures	2000
608	General and Final clean	500
609	Misc.	N/A
700	Contractor Staff & Supervision	\$ 3,000.00
710	Contractor Insurance, Gas, & Auto	\$ 1,400.00
720	Contractor Fees	\$ 12,000.00
800	Contingencies	N/A
1000	Total	\$ 113,600.00

[Print](#)[Download PDF](#)

Exhibit 2 Page 1



BILL TO
DQ Design & Development LLC
9601 Wier loop ,Austin,TX,78736

AUSTIN M&S CONSTRUCTION LLC
7901 Cameron Road
Bldg 3-208E
Austin, TX 78754
United States

Phone: 512-789-0990
Mobile: 512-587-0225

Estimate Number: 15
Estimate Date: May 6, 2021
Expires On: June 6, 2021
Grand Total (USD): \$96,200.00

Item	Quantity	Price	Amount
------	----------	-------	--------

Exhibit 2

Item	Quantity	Price	Amount
100 Site ///	1	\$0.00	\$0.00
101 Explore possible breakage of water lines from Street to Unit A and continues to unit B/ \$4,000.00			
102 Explore possible breakage of water lines from Unit B to C/ \$2000			
103 Repairs of possible breakage of water lines from Street to Unit A and continues to unit B---Verify later date			
104 Repairs of possible breakage of water lines Unit B to Unit C--- Verify later date			
105 Explore possible breakage of waste water lines from Unit A to septic/1,000.00			
106 Explore possible breakage of waste water lines from Unit B to septic/\$1,000.00			
107 Repairs of possible breakage of waste water lines from Unit A to septic---VERIFY LATER			
108 Repairs of possible breakage of waste water lines from Unit B to septic---VERIFY LATER			
109 Remove Existing Dead trees, and shrubs, and grinding roots to avoid termite and insects/\$6,000.00			
110 Replacements of Dead trees, and shrubs and grinding roots to avoid termite and insects/\$6,000.00			
110 Replacements of dead trees and shrubs--LATER			
200 B UNIT "A"///	1	\$0.00	\$0.00
201 General exploration to date/\$1,800.00			
202 Remove furniture out of the way/\$2,800.00			
203 Further explorations , by removing wall cover panels/\$3,000.00			
204 Repairs of broken pipes (Estimated)/\$3,000.00			
205 Replace busted water heater/\$1,200.00			
206 Repair walls and paint/\$6,000.00			
207 General clean up/\$1,000.00			
208 Replace frozen faucets, valves, etc./\$1,500.00			
209 Replacement of unknown items and contingencies---LATER			
210 Possible concrete work if there are breakage under slab---LATER			
211 Possible roof damages and repairs---LATER			

Item	Quantity	Price	Amount
300 C UNIT "B"///	1	\$0.00	\$0.00
301 General exploration to date/\$1,200.00			
302 Remove furniture out of the way/\$400.00			
303 Further explorations , by removing wall cover panels/\$400.00			
304 Repairs of broken pipes (Estimated)/\$3,500.00			
305 Repairs of lines under the double wide unit /\$1,400.00			
306 Repair walls and paint/\$3,500.00			
307 Repairs and repaint damaged cabinet in the kitchen/\$1,400.00			
308 General clean up/\$1,000.00			
309 Replace frozen faucets, valves, etc./\$1,500.00			
310 Replacement of unknown items and contingencies---LATER			
311 Repairs equipment abs replace frozen pump, ands equipments at the pool/\$3,000.00			
311 Possible roof damages and repairs---LATER			
312 Repairs of the smoke detector system,/\$800.00			
400 D TWO EXTERIOR STORAGE BUIDINGS///	1	\$0.00	\$0.00
401 Replacement of the collapsed car port, and removal of the debris/\$11,000.00			
402 Replacement of two columns and removal of debris of the other carport/\$2,000.00			
403 Possible roof damages and repairs---LATER			
500 E BARN///			
501 Possible roof damages and repairs---LATER			
600 F OFFICE///			
601 Possible roof damages and repairs--VERIFY LATER			
700 Miscellaneous///			
701 Replace none functioning gate opener/\$3,000.00			
702 Explore electrical lines to the units---LATER			
703 Explore electrical lines in all units---LATER			
704 Explore possible damages to the electrical inside of the units---LATER			
705 Explore possible damages to the electrical inside of the units---LATER			
801 Contractor Staff & Supervision/\$9,000.00			
802 Contractor Insurance, Gas, & Auto/\$2,800.00			
803 Contractor Fees/\$15,000.00			
		Total:	\$96,200.00
		Grand Total (USD) :	\$96,200.00
900 TOTAL	1	\$96,200.00	\$96,200.00

TYPE - C



Get paid, track expenses, and manage your money with Wave. **Get Started**

© 2010-2021 Wave Financial Inc. [Privacy Policy](#) • [Security](#)



Exhibit 3 page 1
Daneshjou Interests <sallybenny@gmail.com>

Weir Loop Property and Loan No. 4375351; my file b1861S

Daneshjou Interests <sallybenny@gmail.com>
To: Elizabeth Smith <beth@egsmithlaw.com>
Cc: Mary Ann Markovetz <maryann@egsmithlaw.com>

Thu, Sep 29, 2022 at 10:41 AM

Ok
Let me work on that.
Thank you

On Thu, Sep 29, 2022 at 10:39 AM Elizabeth Smith <beth@egsmithlaw.com> wrote:

Mr. Daneshjou,
A traditional lender would be considered. You may submit the proposal.
Sincerely,

Beth Smith

Law Offices of Elizabeth G. Smith
6655 First Park Ten, Suite 240
San Antonio, Texas 78213
P: (210) 731-9177 F: (210) 731-9130
beth@egsmithlaw.com



NOTICE OF CONFIDENTIALITY: This email message and its attachments (if any) are intended solely for the use of the addressee hereof. In addition, this message and the attachment (if any) may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by reply email and immediately delete this message from your system.

From: Daneshjou Interests <sallybenny@gmail.com>
Sent: Thursday, September 29, 2022 10:38 AM
To: Elizabeth Smith <beth@egsmithlaw.com>
Cc: Mary Ann Markovetz <maryann@egsmithlaw.com>
Subject: Re: Weir Loop Property and Loan No. 4375351; my file b1861S

Thank you for the reply.

I will start the process as I have had some preliminary conversations with third parties.

You mentioned the word Bank. Would that exclude private lenders ?

Page 2

On Thu, Sep 29, 2022 at 10:34 AM Elizabeth Smith <beth@egsmithlaw.com> wrote:

Mr. Daneshjou,

Good morning.

As you know I represent Schertz Bank & Trust concerning the Note secured by the Weir Loop Road property. You emailed Lee Prince of the bank on Monday by email is another lender could buy the note. The bank would consider a payoff of the Note by a traditional lender, like a bank.

If such a lender exists you can provide me with the information and I will send the same to Schertz Bank & Trust for consideration.

Sincerely,

Beth Smith

Law Offices of Elizabeth G. Smith

6655 First Park Ten, Suite 240

San Antonio, Texas 78213

P: (210) 731-9177 F: (210) 731-9130

beth@egsmithlaw.com<mailto:beth@egsmithlaw.com>

[http://www.texasbarcollege.com/DownLoad/TxBarCollegeLogo_Gold.jpg]

NOTICE OF CONFIDENTIALITY: This email message and its attachments (if any) are intended solely for the use of the addressee hereof. In addition, this message and the attachment (if any) may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by reply email and immediately delete this message from your system.

**FW: Daneshjou Family/4375351/Ins**

Tammy Watson <tammy.watson.vaand8@statefarm.com>
To: Daneshjou Interests <sallybenny@gmail.com>
Cc: Sharon Barr <sbarr@schertzbank.com>

Thu, Nov 17, 2022 at 4:54 PM

Sharon,

I want to clarify I call Mr. Daneshjou this morning and he was not in a place where he could give me payment information. He called this afternoon and made payment. Today was the first time my office reached out to him for the payment and he paid promptly upon request.

Best,

Tammy



Tammy Watson
Insurance Account Representative
Nancy Britain State Farm Insurance Agency

7500 West Hwy 71, Suite 102
Austin, TX 78735
business: 512-288-2491 cell 512-809-9262
tammy@nancybritain.com
www.nancybritain.com



Google Review for the Nancy Britain Team!

If this communication is securities related, click [here](#) for additional disclosures.

Exhibit 4

page 2

On Thu, Nov 17, 2022 at 3:56 PM Tammy Watson <tammy.watson.vaand8@statefarm.com> wrote:

Sharon,

You have been calling our office all day instead of waiting for me to reply to your email regarding Mr. Daneshjou's policy.

The payment has been made and is in force as of today's date.

Best,

Tammy Watson



Tammy Watson

Insurance Account Representative

Nancy Britain State Farm Insurance Agency

7500 West Hwy 71, Suite 102

Austin, TX 78735

business: 512-288-2491 cell 512-809-9262

tammy@nancybritain.com

www.nancybritain.com



Google Review for the Nancy Britain Team!

If this communication is securities related, click [here](#) for additional disclosures.

Page 3

From: Tammy Watson
Sent: Thursday, November 17, 2022 3:28 PM
To: Sharon Barr <sbarr@schertzbank.com>
Subject: RE: Daneshjou Family/4375351/Ins

Sharon,

I spoke with Mr. Daneshjou and he said he is not putting any more money into the policy until he gets clarification from the bank on their intentions.

The policy has not had a payment as of today and went out of force 11/14/22.

Your patience in responding to your emails would be appreciated.

Best,

Tammy

From: Sharon Barr <sbarr@schertzbank.com>
Sent: Thursday, November 17, 2022 10:03 AM
To: Tammy Watson <tammy.watson.vaand8@statefarm.com>
Cc: nancy@nancybritain.com
Subject: [EXTERNAL] Daneshjou Family/4375351/Ins

Good Morning Tammy,

Have you received the insurance payment from Daneshjou Family. Has the insurance been reinstated?

Thank You,

Sharon Barr

sbarr@schertzbank.com

210-945-7400x1252

210-945-7424 Fax

Click here to upload files.

Exhibit 4
Page 4

This message is intended only for the persons or entities to which it is addressed. The information transmitted herein may contain proprietary or confidential material. Review, reproduction, retransmission, distribution, disclosure or any other use, and any consequent action taken by persons or entities other than intended recipients, are prohibited and may be unlawful. If you have received this in error, please contact the sender and delete and/or destroy all forms of this communication (electronic or paper). Although reasonable precautions have been taken to ensure that no viruses are present, Schertz Bank & Trust makes no warranty or guaranty with respect thereto, and is not responsible for any loss or damage arising from the receipt or use of this e-mail or attachments hereto. Please be advised that Schertz Bank & Trust does have an Email Policy that includes monitoring and may include printing out and reading all e-mail leaving, entering, or stored in these systems. THIS E-MAIL IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE CONSIDERED A LEGALLY BINDING COMMITMENT BY THE BANK.